

**CITY OF STACY  
DOYLE FIELD BUILDING  
RENTAL AGREEMENT**

This agreement, made this \_\_\_ day of February, 2023, by and between the City of Stacy, Minnesota, as Lessor (the “City”) and Stacy Lions Club, as Lessee, (the “Stacy Lions”), (collectively referred to as “Parties”), witnesseth:

**RECITALS**

A. **WHEREAS**, the City is the owner of certain real estate located at 30309 Forest Boulevard, which includes a rental hall and related facilities known as the Doyle Field Building (the "Building"), legally described and as depicted on attached Exhibit 1;

B. **WHEREAS**, through the efforts by the Stacy Lions, the Building was constructed and donated to the City;

C. **WHEREAS**, the Stacy Lions provide ongoing services to the City in operating the Building for the benefit of the citizens of the City and the general public visiting the City;

D. **WHEREAS**, the City, its citizens and the visiting general public has received and continues to receive ongoing benefits from the operation of the Building

E. **WHEREAS**, the City and the Stacy Lions wish to enter and agreement formalizing the use and maintenance of the Building by the Stacy Lions

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and the promises and the mutual obligations of the parties hereto, the Parties do hereby covenant and agree with each other as follows:

1. Except as provided below, this agreement covers a lease of said premises for the following initial ten (10) year period from January 1, 2023 through December 31, 2033.
2. The rental fee is \$1.00 per year. Consideration for the amount of the rent is the past contributions of the Stacy Lions in constructing the Building, and past and ongoing service in operating and maintaining the same.
3. The maximum occupancy of the Building is two hundred (200) persons, or an amount determined by the fire marshal, whichever is less.
4. Electrical service at the Building includes 20 amp/120-volt convenience outlets. Any additional electrical needs require the hiring of a certified licensed electrician by the Lessee prior to the use of the Building.

5. There shall be no intoxicating liquor or 3.2 beer at the Building unless one of the following permits is obtained by the Stacy Lions from the City:
  - a) Temporary On-Sale Intoxicating Liquor License with the approval of the Commissioner of Public Safety, (available for a social event sponsored by a club, charitable, religious, or non-profit organization that has existed for at least three (3) years); or
  - b) Temporary On-Sale 3.2 Malt Liquor License (available to a club, charitable, religious or non-profit organization); or
  - c) One Day Consumption and Display Permit with the approval of the Commissioner of Public Safety to a non-profit organization in conjunction with a social activity in the City sponsored by the organization;
  - d) Other liquor or 3.2 beer license allowed by the city code and state law;

Lessee shall contact the City Clerk for information on these permits. These permits need to be approved by the City Council and the State of Minnesota, as required.

8. No smoking is allowed inside the Building.
9. The Lessee agrees to allow unlimited access the Building by all City employees, agents and contractors for the purpose of the inspection, maintenance, repairs or improvements during the rental period.
10. The Lessee shall agree to abide by all terms of this Agreement concerning the use of the Building. If the activities of Lessee or its guests cause damage to the Building or potentially cause damage, Lessee will be required to stop the misuse or abuse activity immediately and, if continued, this Agreement may be terminated by the City, and Lessee shall be required to vacate the Building immediately.
11. The City hereby reserves the right to terminate this rental contract at anytime during the rental period for any other misuse or abuse of the Building, and for any violation of the terms of this Agreement.
12. Indemnification. The Lessee shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Building by the Lessee or by the Lessee's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.

13. Insurance. The Lessee is required to obtain general liability insurance and liquor liability insurance required by Minnesota Statutes for the use of the Building. Lessee agrees to obtain at least the minimum coverage set forth below. The Lessee agrees to provide a certificate of insurance and written endorsement by the insurer to the City showing the required coverage prior to activation of this Agreement and naming the City as an Additional Insured. Insurance coverage is required as follows:

- Liquor liability insurance coverage in minimum amount required by Minnesota Statutes.
- \$1,000,000 minimum for general liability insurance.  
Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- Prior to activation of this Agreement, the Lessee must provide the City a certificate of insurance and a written endorsement showing the required coverage and the Additional Insured designation.

14. Priority of Use. Rental of the Building pursuant to this Agreement is non-exclusive to the Stacy Lions, and, subject to the following exceptions, the City shall have first priority for all governmental activities, upon thirty (30) days prior notice from the City to the Stacy Lions. As an exception, the City shall have priority use of the Building in the event the Mayor declares an emergency in which case the thirty-day notice requirement shall not apply.

15. Clean Up. The Lessee is responsible for leaving the Building in as good or better condition than found. All tables and chairs must be returned to their original position. All floors must be swept and mopped. Cleaning supplies are in the janitorial closet. The Lessee must empty all garbage into the dumpster at the Building.

16. Security. All Events shall be operated and supervised to the satisfaction of the City. The City may require, as a condition of approval of the Application, that one or more security guard is present at specific events.

17. Waiver and Assumption of Risk. The Lessee knows, understands and acknowledges the risks and hazards associated with using the Building and hereby assumes any and all risks and hazards associated therewith. Lessee hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the Building and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

IN TESTIMONY WHEREOF, the parties of this agreement have hereunto set their hands the day and year first above written.

**CITY:**

CITY OF STACY

By \_\_\_\_\_  
Mark Utecht  
Mayor

(SEAL)

AND:

By \_\_\_\_\_  
Angie Comstock  
Deputy City Clerk

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF CHISAGO )

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Mark Utecht and Angie Comstock, respectively the Mayor and the Deputy City Clerk, City of Stacy, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**LESSEE  
STACY LIONS CLUB**

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF CHISAGO    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ the President of the Stacy Lions Club, a Minnesota non-profit corporation, on behalf of and pursuant to the authority granted by the corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Exhibit 1

Legal Description to Leased Premises

Out lot A of Stacy Ponds Business Park 1<sup>st</sup> Addition